

ENCLOSURE 3

**INTER-AGENCY AGREEMENTS FOR REPLACING THE
TREATMENT SYSTEM EQUIPMENTS**

Attachment B

Lakewood Water District

Lakewood/Ponders Corner Superfund Site

BUDGET

The budget ceiling authorized for this Agreement is \$46,000. The following is an estimate for the replacement of existing equipment at the site. This includes labor, material, startup and sales tax. All removed equipment will be salvaged to the Lakewood Water District.

• 2 inch Jaeger Tri-pack (aeration balls)	\$42,000
• Installation of above aeration balls in the air stripper	\$ 2,000
• Engineering design costs associated with the above	\$ 2,000
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Total estimated costs	\$46,000

DELIVERABLES

The Lakewood Water District will submit a progress report with each invoice A19-1A briefly describing activities conducted and a breakdown of expenditures being claimed.

LIST OF TREATMENT SYSTEM EQUIPMENT/MECHANICAL PARTS REPLACED

- **Filters for the Starters**
- **150 H.P. VFD replacement**
- **100 H.P. VFD replacement**
- **2 @ 60 H.P. VFD replacement**
- **2 @ 40 H.P. VFD soft starters for tower fans**
- **15 KVA transformer**
- **2 inch Jaeger tri-Pak (aeration balls) for both air strippers**
- **100 AMP 240 V Panelboard**
- **Two in numbers, H.P. tower fan motors**
- **Unit heater**
- **2 motorized exhaust fans**
- **Miscellaneous thermostats, switches and receptacles**

Attachment A

Lakewood Water District

Lakewood/Ponders Corner Superfund Site

Site location

The Lakewood/Ponders Corner is a Superfund Site, located in Lakewood, Washington, south of the City of Tacoma on South Tacoma Way and adjacent to Interstate Highway 5 (Figure 1). The site includes a property upon which a business known as Plaza Cleaners has operated for several years. This commercial dry cleaning business (Plaza Cleaners) was located about 800 feet northwest of two municipal water supply wells (Wells H1 and H2) operated by the Lakewood Water District (Figure 2).

Site History

In July 1981, the U.S. Environmental Protection Agency (EPA) sampled drinking water wells in the Tacoma area for contamination for volatile organic compounds. The tests indicated that wells H1 and H2 were contaminated with tetrachloroethylene (PERC), trichloroethylene (TCE), and cis-1,2 dichloroethylene (cis-1,2 DCE). The source of the contamination was determined to be Plaza Cleaners, a dry cleaning and laundry business, located approximately 800 feet north (upgradient) of the Lakewood Water District production wells H1 and H2. The regional aquifer is contaminated within a 2,000-foot radius downgradient of Plaza Cleaners. In August 1981, H1 and H2 were temporarily taken out of service while monitoring wells were installed and contaminated surficial soil in the source area was excavated.

On December 30, 1982, Lakewood/Ponders Corner was added to the National Priorities List (NPL).

In November 1984, two air strippers were installed by EPA as an Interim Remedial Measure (IRM) to restrict the migration of contamination, restore normal water service to the area and initiate groundwater treatment as quickly as possible.

The remedial investigation (RI) and feasibility study (FS) were completed in July 1985. The RI showed that the PERC concentration in production wells H1 and H2 was ranged from 100 to 500 ppbs. The PERC and TCE concentrations in other monitoring wells were ranged from 16 to 922 ppbs and 3 to 57 ppbs respectively.

The RI indicated that PERC contamination in soils was highest where solvent contaminated wastes intentionally disposed on the ground surface. The PERC concentration in soil ranged from 11 to 3800 ppb in the upper 12 to 13 foot of soil.



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

P.O. Box 47600 • Olympia, Washington 98504-7600
(360) 407-6000 • TDD Only (Hearing Impaired) (360) 407-6000

June 3, 1998

RECEIVED
S.W. REEDER, JUN 10 1998

Mr. Randall M. Black, Manager
Lakewood Water District
11900 Gravelly Lake Drive SW
PO Box 99729
Lakewood, WA 98499-0729

RE: InterAgency Agreement C9800200

Dear Mr. Black:

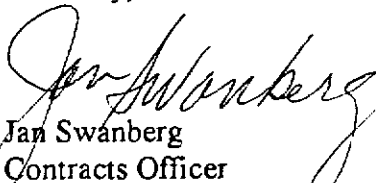
Enclosed is a fully executed original of the referenced agreement for your files.

Also enclosed is a supply of A19-1A State of Washington Invoice Vouchers. Please complete an invoice each time you want to request reimbursement for expenses associated with this agreement.

Invoice vouchers must state the reporting period and include supporting documentation that identifies the expenses. A brief progress report that describes activities and accomplishments during the reporting period must accompany each invoice.

Please call me at (360) 407-7213 if you have any questions regarding this agreement.

Sincerely,


Jan Swanberg
Contracts Officer
Toxics Cleanup Program

Enclosures (2)

Cc: Panjini Balaraju/TCP



Scope of Work

The Lakewood Water District has been operating and will continue to operate the pump and treat system. This Inter-Agency Agreement establishes the following agreements between the Lakewood Water District and Ecology:

- The Lakewood Water District will continue to operate the groundwater pump and treat system until the PERC, TCE and Cis-1, 2-DCE concentrations are reduced to their respective MCLs all over the contaminant plume
- The Lakewood Water District will procure and replace the air stripper units and/or any other parts of the pump and treat system for the smooth operation of the groundwater treatment system
- The capital and installation costs for replacing air stripper units is estimated to be about \$90,000
- Ecology will reimburse the capital and installation costs for the above-replaced units to the Lakewood Water District
- Ecology will continue to conduct the groundwater monitoring on a semi-annual basis to keep track of contaminant concentrations and as well as to determine the performance of the pump and treat system.

BILLING PROCEDURE

The WATER DISTRICT shall submit A-19-1A State of Washington invoice vouchers not less often than once a quarter, but not more often than once a month. Payment to the WATER DISTRICT for approved and completed work will be made by warrant or account transfer by ECOLOGY within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Attachment A

Lakewood Water District

Lakewood/Ponders Corner Superfund Site

Site location

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WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

CONTRACT MANAGEMENT

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager for ECOLOGY is: Jan Swanberg
Toxics Cleanup Program
PO Box 47600
Olympia, WA 98504-7600
(360) 407-7213

The General Manager for the WATER DISTRICT is: Randall M. Black
11900 Gravelly Lake Drive SW
PO Box 99729
Lakewood, WA 98499-0729
(253) 588-4423